



Report to the Auburn City Council

Action Item

4

Agenda Item No.

City Manager Approval

To: Mayor and City Council Members
From: Jack Warren, Director of Public Works
Bernie Schroeder, Engineering Division Manager
Date: August 10, 2009
Subject: Grant of Easement to PCWA

The Issue

Shall the City grant an easement to Placer County Water Agency to obtain water service for the East Area Hangar Waterline Extension Project?

Conclusion and Recommendation

Staff recommends, BY RESOLUTION, authorize the Director of Public Works to record the Grant of Easement and legal description for the East Area Hangar Waterline Extension Easement to Placer County Water Agency.

Background

At the July 27th City Council meeting, Council approved the Facilities Agreement with Placer County Water Agency (PCWA) that was required for PCWA to accept the East Area Hangar Waterline Extension Project. The facilities agreement requires the City to provide a non-exclusive easement. The non-exclusive easement is for a future pipeline and appurtenances to be constructed by PCWA to complete a north-south connection in PCWA's distribution system.

Placer County Water Agency and City staff have reviewed and approved the grant of easement documents.

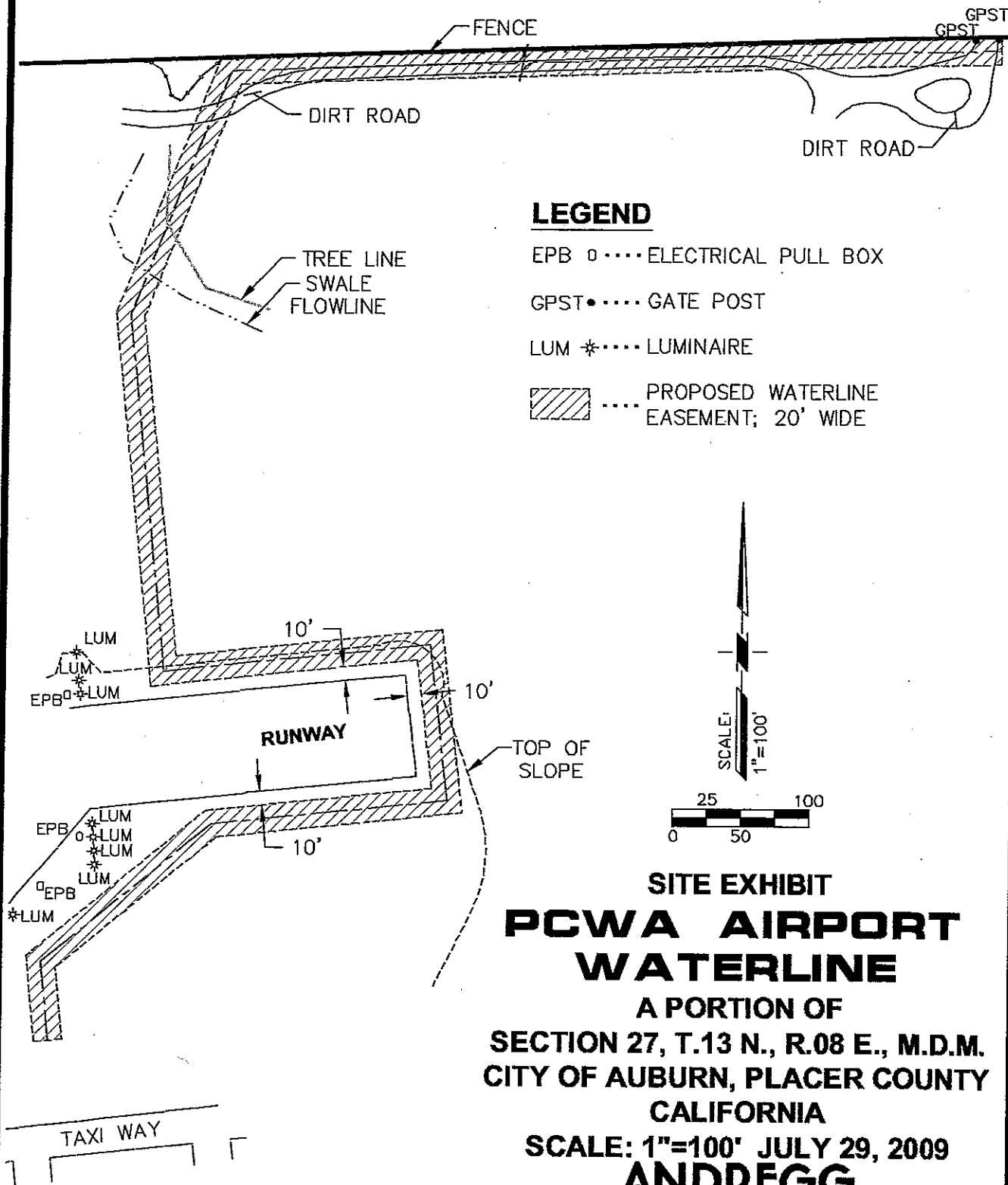
Alternatives Available to Council; Implications of Alternatives

1. Proceed with Staff Recommendation
2. Do not proceed with staff recommendation

Fiscal Impact

The appraised value of the easement is \$1,194. PCWA will pay the appraised value prior to the recording of the easement.

Attachment: Site Exhibit
Easement Document



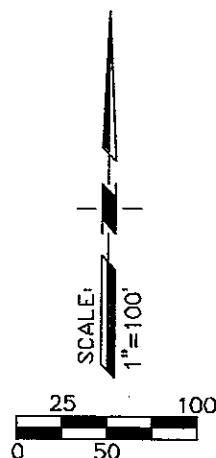
LEGEND

EPB ○ ELECTRICAL PULL BOX

GPST • GATE POST

LUM * LUMINAIRE

..... PROPOSED WATERLINE
EASEMENT; 20' WIDE



SITE EXHIBIT PCWA AIRPORT WATERLINE

A PORTION OF
SECTION 27, T.13 N., R.08 E., M.D.M.
CITY OF AUBURN, PLACER COUNTY
CALIFORNIA

SCALE: 1"=100' JULY 29, 2009

ANDREGG
GEOMATICS

www.andregg.com

800-400-7072

SHEET 1 OF 1

X: \\dd2\\13711\\dwg\\13711EX.dwg, 07/29/09 04:12:21pm, BJB37

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T. 13 N., R. 08 E. SEC. 27, NW1/4
A.P. No: 052-190-018, 052-190-045
Project: Auburn Airport Pipeline (08027E)
Map No.: 39-A-09

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF AUBURN, a Municipal Corporation

(hereinafter called "GRANTOR") hereby grants to the Placer County Water Agency, a public body, (hereinafter called "AGENCY") a non exclusive permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits and appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and devices for controlling electrolysis, necessary to convey and/or meter water. GRANTOR further grants to the AGENCY:

- (a) the right to grade the easement area for the full width thereof.
- (b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in those certain documents, recorded on 04/23/1947 in Book 496 at page 279 and recorded on 02/09/1982 in Book 2478 at page 416 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to

GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;

- (c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (d) the right to install, maintain, and use gates in all fences which cross the easement area and the right to install Agency locks on existing or future gates installed within the easement area;
- (e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (f) the right to line, seal, patch, or replace pipelines, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to application for and receipt of an encroachment permit from the AGENCY, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences across or parallel to but outside the easement area, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement area by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Right of Entry, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

CITY OF AUBURN, a Municipal Corporation

Name

Date

Print Name

Title

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency)

April 8, 2009

Exhibit 'A'
Easement

A portion of the tract of land described in the document to the City of Auburn recorded April 23, 1947 in Book 496, at Page 279, Placer County Records, and a portion of the tract of land land described in the document to the City of Auburn recorded April 11, 1978, in Book 1995, at Page 198, Placer County Records, located in Section 27, Township 13 North, Range 08 East, Mount Diablo Baseline and Meridian, City of Auburn, Placer County, California, being more particularly described as follows:

An easement on, over, under and across the following described tract of land.

Commencing at the North One-Quarter corner of the aforementioned Section 27, said corner being marked by a three (3) inch metal post tagged 'RCE 11171' as shown and illustrated on Record of Survey Number 1847, filed in Book 14 of Surveys at Page 66, Placer County Records, thence South 88°18'09" West along the North line of the Northwest One Quarter of said Section 27, for a distance of 773.86 feet, thence leaving said North line South 01°41'51" East for a distance of 10.00 feet to the Point of Beginning of this easement strip description.

Thence along the centerline of a 20 foot wide strip of land, having a right angle width of 10 feet on each side of the following described centerline, along the following eight (8) consecutive courses and distances,

- 1.) South 88°18'09" West for a distance of 560.75 feet, parallel to and contiguous with the North Line of the Northwest One Quarter of said section, thence
- 2.) South 21°17'01" West for a distance of 191.90 feet, thence
- 3.) South 05°56'56" East for a distance of 263.91 feet, thence
- 4.) North 84°03'04" East for a distance of 192.66 feet, thence
- 5.) South 06°41'14" East for a distance of 115.03 feet, thence
- 6.) South 83°59'05" West for a distance of 170.38 feet, thence
- 7.) South 50°24'54" West for a distance of 157.90 feet, and
- 8.) South 05°41'41" East for a distance of 58.03 feet to the termination of this easement strip description.

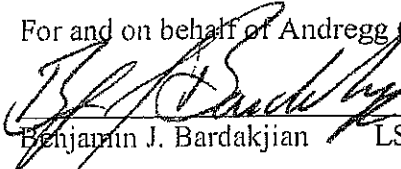
Containing 3,461 square feet, more or less.

Note: The sidelines of the above-described strip of land shall be lengthened or shortened, as necessary to terminate at themselves and the North line of the Northwest One-Quarter of Section 27.

The Basis of Bearings of this legal description is the North line of the Northwest One-Quarter of Section 27, Township 13 North, Range 08 East, Mount Diablo Baseline and Meridian, as shown and illustrated on the Record of Survey Number 1847, filed in Book 14 of Surveys at Page 66, Placer County Records.

The above described easement is shown on Exhibit "B" attached hereto and made a part hereof.

For and on behalf of Andregg Geomatics


Benjamin J. Bardakjian LS 8373


Date

X:\dd2\13711\Docs\Exhibit.doc



